

INTRODUCED: January 13, 2025

AN ORDINANCE No. 2025-011

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Right of Entry agreement between the City of Richmond and the Virginia Department of General Services for the purpose of permitting the City access to and use of the parking garage located at 311 North 7<sup>th</sup> Street to make certain repairs to the City owned property located at 730 East Broad Street. (6<sup>th</sup> District)

\_\_\_\_\_  
Patron – Mayor Avula  
\_\_\_\_\_

Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JAN 27 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Right of Entry agreement between the City of Richmond and the Virginia Department of General Services for the purpose of permitting the City access to and use of the parking garage located at 311 North 7<sup>th</sup> Street to make certain repairs to the City owned property located at 730 East Broad Street. The Right of Entry agreement shall be approved

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

---

CITY ATTORNEY'S OFFICE



# City of Richmond

900 East Broad Street  
2nd Floor of City Hall  
Richmond, VA 23219  
www.rva.gov

## Master

**File Number: Admin-2024-1494**

**File ID:** Admin-2024-1494

**Type:** Request for Ordinance or Resolution

**Status:** Regular Agenda

**Version:** 1

**Reference:**

**In Control:** City Clerk

**Department:**

**File Created:** 12/04/2024

**Subject:**

**Final Action:**

**Title:**

**Internal Notes:**

**Agenda Date:** 01/13/2025

**Patron(s):**

**Enactment Date:**

**Attachments:** WD Ordinance - Agmt - Repairs to 730 E. Broad St. Parking Garage - AATF, L005755 ROE 11182024

**Enactment Number:**

**Contact:**

**Introduction Date:**

**Drafter:** Adam.Hohl@rva.gov

**Effective Date:**

**Related Files:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/9/2024	Bobby Vincent	Approve	12/5/2024
1	2	12/9/2024	Robert Steidel	Approve	12/10/2024
<b>Notes:</b> Why are there blanks in the O&R behind the addresses?					
1	4	12/19/2024	Jeff Gray	Approve	12/11/2024
1	5	12/19/2024	Lincoln Saunders	Approve	12/30/2024
1	6	12/23/2024	Mayor Stoney	Approve	1/6/2025
1	7	1/6/2025	Mayor Avula	Approve	1/8/2025

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File Admin-2024-1494

**O&R Transmittal**

**DATE:** January 6, 2025 **EDITION:** 2

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Dr. Danny Avula, Mayor

**THROUGH:** J.E. Lincoln Saunders, Chief Administrative Officer

**THROUGH:** Robert Steidel, DCAO, Operations

**FROM:** Bobby Vincent Jr., Director of Public Works

**RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A LICENSE AGREEMENT FOR ----- RIGHT OF ENTRY OF SWING STAGE TO TUCKPOINT MORTAR JOINTS OF EXTERIOR FAÇADE OVER STATE OWNED PARKING DECK**

**ORD. OR RES. No.**

**PURPOSE:** To authorize the Chief Administrative Officer (CAO) for and on behalf of the City of Richmond, to enter into a License Agreement with the Commonwealth of Virginia, for the repair of the parking garage located at 730 E. Broad Street; Richmond, Virginia \_\_\_\_\_. The purpose of the license agreement is to allow unrestricted, non-exclusive access through an adjacent parking garage, owned by the Commonwealth of Virginia, located at 311 N. 7th Street; Richmond, Virginia \_\_\_\_\_.

**REASON:** To allow the CAO to enter into a License Agreement with the Commonwealth of Virginia to allow for temporary, unrestricted, non-exclusive access through the Commonwealth’s parking garage located at 311 N. 7th Street; Richmond, Virginia \_\_\_\_\_ to complete repairs to City owned property located at 730 E. Broad Street; Richmond, Virginia \_\_\_\_\_.

**RECOMMENDATION:** Approval is recommended by the City Administration.

**BACKGROUND:** The City Of Richmond needs access to perform this façade repair from stormwater infiltration.

**COMMUNITY ENGAGEMENT:** None

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** None

**FISCAL IMPACT / COST:** None.

**FISCAL IMPLICATIONS:** None

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** January 13, 2025

**CITY COUNCIL PUBLIC HEARING DATE:** January 27, 2025

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Governmental Operations

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** City Attorney's Office,  
Commonwealth of Virginia

**AFFECTED AGENCIES:** Department of Public Works

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** License Agreement

**STAFF:** Department of Public Works William Irby (804-646-6613).

**RIGHT OF ENTRY**

THIS RIGHT OF ENTRY AGREEMENT (this “**Agreement**”), made as of this 16<sup>th</sup> day of November, 2024 (the “**Effective Date**”), by and between THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES (“**Owner**”) and THE CITY OF RICHMOND, a body politic and municipal corporation of the Commonwealth of Virginia (“**User**”), recites and provides as follows:

WHEREAS, Owner owns that certain parking garage located at 311 N. 7th Street, Richmond, Virginia 23219 (the “**Parking Garage**”); and

WHEREAS, User owns the building adjacent to the Parking Garage, located at 730 East Broad Street, Richmond, Virginia 23219 (the “**Building**”); and

WHEREAS, User desires to make certain repairs to the Building as set forth on the attached **Exhibit A** (collectively, the “**Repairs**”); and

WHEREAS, in order to make the Repairs, User requires access to the top floor of the Parking Garage; and

WHEREAS, Owner and User desire to enter into this Agreement to allow User access to, and use of, the Parking Garage for the Repairs, subject to the terms and conditions set forth herein.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals and Exhibits.** All recitals above, and all exhibits attached hereto, are incorporated into the terms of this Agreement as if fully set forth at length hereinbelow.

2. **Use of the Parking Garage.**

(a) Owner hereby grants to User, its employees, contractors, and subcontractors the revocable, non-exclusive use of (the “**Use**”), including a right of entry to access and utilize, those areas of the Parking Garage labeled as parking spots 728, 729, 730, 731, and 732 (collectively, the “**Use Areas**”), and permits User to make the Repairs to the Building using the equipment shown on **Exhibit B** (the “**Equipment**”), pursuant to the terms of this Agreement. Other than the Repairs listed on **Exhibit A**, no additional work shall be performed by or on behalf of User pursuant to this Agreement.

(b) The right to enter the Parking Garage and Use Areas pursuant to this Agreement shall be subject to all existing easements, rights of way, covenants, encumbrances, and restrictions of record.

3. Term; Expiration of Agreement. Unless sooner terminated pursuant to the terms herein, the term of this Agreement (the “**Term**”) shall be for four (4) months commencing on the Effective Date. This Agreement shall terminate on the earlier of (i) User’s completion of the Repairs, or (ii) the expiration of the Term.

4. Equipment Storage. The Equipment and any other equipment of User used to make the Repairs are User’s personal property and shall remain the exclusive property of User. The Equipment shall be placed and stored within the Use Areas and shall be properly secured when not in use. The Equipment shall be stored at the risk of User. Owner shall not be responsible for any loss, theft, or damage of the Equipment. In addition, no flammable material, chemicals, or substances (the “**Flammable Materials**”) shall be stored in the Parking Garage when work terminates each day. Should the Flammable Materials be required by User or its contractors, the same shall be removed from the Parking Garage at the end of each day.

5. Consideration. In consideration of allowing User access to the Parking Garage to perform the Repairs, User shall pay Owner a one-time payment of One Thousand and 00/100 Dollars (\$1,000.00), due upon execution of this Agreement (the “**DRES Fee**”). User shall also pay Owner the monthly sum of Two Hundred Forty-Five and 00/100 Dollars (\$245.00) (the “**Use Fee**”) during the Term for each month this Agreement is in effect. The Use Fee and DRES Fee shall be paid as follows: User may submit the Use Fee and the DRES Fee to the following address: Virginia Department of General Services, Attn: Fiscal – Accounts Payable, 1100 Bank Street, 5th Floor, Richmond, Virginia 23219; or User may pay the Use Fee and the DRES Fee via credit card to the Department of General Services Cashier’s Office by calling (804) 786-0447.

6. Performance of Work. User shall perform its work under this Agreement in such a manner as to cause the least practicable inconvenience to Owner and minimal disruption to the Parking Garage and Use Areas. Any damage caused by User, its employees, contractors, subcontractors, or agents shall be repaired within ten (10) days of the date of damage, at User’s sole cost and expense.

7. Parking Garage Access. User shall have access to the Parking Garage from 7 a.m. to 4 p.m., Monday through Friday. User shall contact Sheila Erickson in Owner’s Office of Parking and Badging at sheila.erickson@dgs.virginia.gov or (804) 786-8413 to coordinate pick-up and return of all access badges and to further coordinate access to the Parking Garage.

8. Notification of Outages. Owner shall attempt to notify User in advance of any planned utility outages or necessary closures of the Parking Garage that may, in Owner’s sole opinion, interfere with the installation of the Repairs by contacting User by either e-mail to [William.Irby@rva.gov](mailto:William.Irby@rva.gov) or by telephone at 804-646-6613. Owner

shall not be responsible for any loss, cost, or expense suffered by User as a result of any such outages or closures.

9. Insurance.

(a) Owner Insurance. Owner is covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies, and practices of the Commonwealth of Virginia. User acknowledges that Owner has not agreed to provide any insurance coverage to User or the Equipment.

(b) User Insurance. During the term of this Agreement, including any renewal or extension thereof, User shall not enter the Parking Garage or authorize any other person or entity, including, without limitation, any employees, contractors, and subcontractors engaged by User with respect to matters related to this Agreement, to enter the Parking Garage, unless and until User or such person or entity has obtained insurance satisfactory to Owner, and such insurance is in effect and remains in effect so long as User or such person or entity is entering upon the Parking Garage. Further, neither User nor any contractor employed by User shall authorize any subcontractor to enter the Parking Garage until such entity has insurance satisfactory to User. User shall provide proof of insurance or self-insurance as follows:

- i. User shall maintain insurance upon all equipment, including, but not limited, to the Equipment, materials, and other items used for the Repairs with the following limits: General Liability including bodily injury, property damage, and contractual liability with limits of not less than limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All motorized equipment both licensed and not licensed for road use and operated or used by User will be insured under such Comprehensive General Liability policy.
- ii. User shall require insurance for all employees, contractors, and subcontractors associated with the Repairs, with the following limits: General Liability including bodily injury, property damage, and contractual liability with limits of not less than limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Commonwealth of Virginia shall be an additional insured on the General Liability.
- iii. Workers Compensation shall be maintained according to the Code of Virginia.

10. Termination. Either party shall have the right to terminate this Agreement at any time upon ten (10) days' written notice.

11. Subject to Laws; Governing Law; Venue. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, and orders of governmental agencies. This Agreement shall be construed and enforced in accordance with, and the



validity and performance hereof shall be governed by, the laws of the Commonwealth of Virginia. Any dispute under this Agreement shall be resolved in the Circuit Court for the City of Richmond, Virginia.

12. Severability. In the event that one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such provision shall be modified only to the extent necessary to effectuate the intent of the parties or shall otherwise be stricken if such modification is not possible and, in either event, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.

13. Amendments. No subsequent agreement between User and Owner, with regard to the matters covered by this Agreement, shall be effective or binding unless it is made in writing and signed by both of the parties hereto.

14. Notices. Notices to either party shall be delivered by hand or certified mail, return receipt requested, postage prepaid, or by overnight delivery via national courier at the following addresses or such other address as may be specified by such party in writing from time-to-time:

If to User:                   The City of Richmond  
                                  Attn: William Irby, Senior Projects Manager  
                                  900 East Broad Street, Suite G7  
                                  Richmond, Virginia 23219

If to Owner:                 Division of Real Estate Services  
                                  Attn: Director  
                                  1100 Bank Street, Suite 300  
                                  Richmond, Virginia 23219

15. Entire Agreement. This Agreement (a) contains the entire agreement between the parties hereto relating to the subject matter; (b) supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto; and (c) shall not be waived, in part or in whole, unless set forth in a written instrument executed with the same formality as this Agreement.

16. Counterparts. This Agreement may be executed in one (1) or more counterpart copies, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Execution of this Agreement at different times and in different places by the parties hereto shall not affect the validity of this Agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first set out above.

USER: **CITY OF RICHMOND, a body politic and municipal corporation of the Commonwealth of Virginia**

By: \_\_\_\_\_

Title: DPW Director

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:

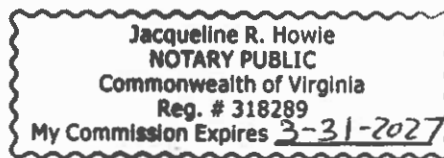
Right of Entry

The foregoing ~~Memorandum of Agreement~~ was acknowledged before me this 6<sup>th</sup> day of November, 2024 by Bobby Vincent acting in his/her capacity as Director of Public Works of the City of Richmond, a body politic and municipal corporation of the Commonwealth of Virginia, on behalf of the city.

My commission expires: March 31, 2027

Registration No. 318289

Jacqueline R. Howie  
Notary Public



[Signatures Continue on Following Page]

OWNER: COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES

By: Banci E. Tewolde  
Title: Director

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to wit:

The foregoing Right of Entry was acknowledged before me this 18<sup>TH</sup> day of NOVEMBER, 2024 by Banci E. Tewolde acting in her capacity as Director of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: NOVEMBER 30, 2025

Registration No. # 7548465

Monique Cozart Scott  
Notary Public



CITY OF RICHMOND, VIRGINIA,  
a political subdivision and municipal corporation of  
the Commonwealth of Virginia

By: \_\_\_\_\_

Name: Sabrina Joy-Hogg  
Title: Acting Chief Administrative Officer

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY'S OFFICE

[End of Signature Pages]

## **Exhibit A**

### **Repairs**

- Apply caulking to the exterior of the windowsills of the Building to prevent water from continuing to enter the interior of the Building.

## Exhibit B

### Equipment

#### MHB 60 with End Stirrups

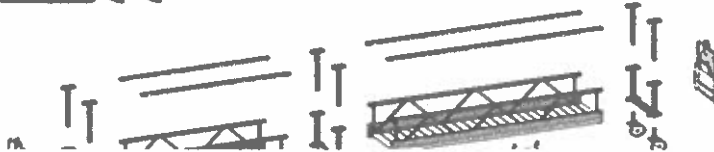


Common used standard suspended platform configurations are Modular Suspended Platforms with end stirrups

- End Stirrups with hoists mounted at both ends of the platform
- Maximum CE-rated platform length: 15 meter (25% longer than before)
- Maximum distributed load: 1.180 kg (average 9% higher load ability than before)
- Also available with reversible closed decks

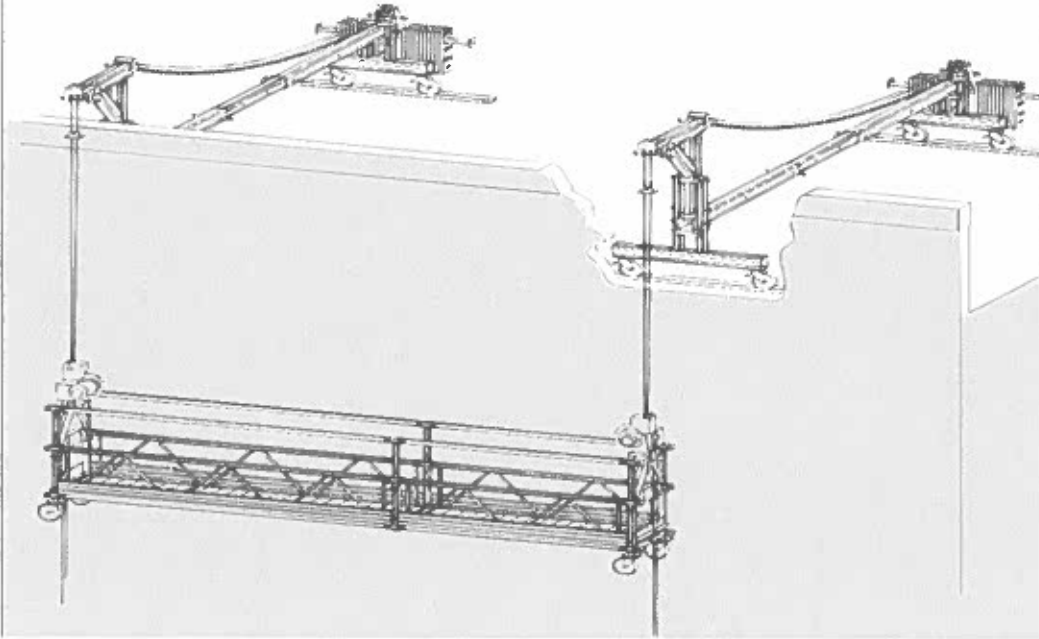
For configurations and load ability see page 45

EM 1808 CE



The versatility of the Altrex Modular Platform System is ideal for projects where traditional scaffolding is not practical or cost effective.

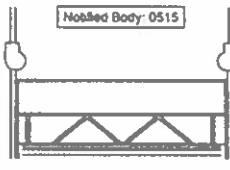
EN 1808 CE



MHB 60 WITH END STIRRUPS																
Length MHB (m)		1m	2m	3m	4m	5m	6m	7m	8m	9m	10m	11m	12m	13m	14m	15m
Configuration nr.		C002001	C002002	C002003	C002004	C002005	C002006	C002007	C002008	C002009	C002010	C002011	C002012	C002013	C002014	C002015
Description	Art.Nr.	Weight (kg)														
Sideframe 1m MHB-60	421001	4.0	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Sideframe 2m MHB-60	421002	10.6	2	-	4	2	-	4	2	-	4	2	-	4	2	-
Sideframe 3m MHB-60	421003	17.4	-	2	-	2	4	2	4	6	4	6	6	6	8	10
U-frame MHB-60	421501	4.1	2	2	2	3	3	3	4	4	4	5	5	5	6	6
Quadralfoot	421513	1.0	4	4	4	6	6	6	6	8	8	10	10	10	12	12
Alu deck 1m	422010	6.8	1	-	-	-	-	-	-	-	-	-	-	-	-	-
Alu deck 2m	422020	12.2	-	1	-	2	1	-	2	1	-	2	1	-	2	1
Alu deck 3m	422030	18.3	-	-	1	-	1	2	1	2	3	2	3	4	3	4
Quadral MHB 1m	422001	1.7	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Quadral MHB 2m	422002	3.0	-	2	-	4	2	-	4	2	-	4	2	-	4	2
Quadral MHB 3m	422003	4.3	-	-	2	-	2	4	2	4	6	4	6	8	6	10
Quickpin	424011	0.4	20	20	20	34	34	34	48	48	48	62	62	62	76	76
Corrosion pin	424001	0.3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
End stirrup	423016	18.2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
MHB Wall Roller	423020	2.8	2	2	2	2	2	2	2	2	2	2	2	2	2	2
MHB Castor Wheels	423010	3.8	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Total weight (kg)		97.8	116.1	127.5	164.8	187.1	209.5	236.8	259.1	281.5	306.8	331.1	353.5	386.8	403.1	436.5

**Load table**

MHB 60 WITH END STIRRUPS												
Load ability (kg) including persons			Work Load Limit (WLL) Hoist									
Check if the construction is built up symmetrical			500 kg		600 kg		650 kg		800 kg			
Total length	Example arrangement	Self weight	Max. Load	Max. no.	Max. Load	Max. no.	Max. Load	Max. no.	Max. Load	Max. no.		
			(kg)	(-)	(kg)	(-)	(kg)	(-)	(kg)	(-)		
2	1	273	380	2	380	2	380	2	380	2		
3	1	295	570	3	570	3	570	3	570	3		
4	2/2	323	650	4	770	4	770	4	770	4		
5	3/2	345	630	5	830	5	930	5	960	5		
6	3/3	368	810	6	810	6	810	6	1150	6		
7	3/2/2	397	580	6	780	7	880	7	1180	7		
8	3/2/3	419	660	6	760	8	790	8	790	8		
9	3/3/3	441	530	6	730	8	730	8	730	8		
10	3/3/2/2	470	510	5	520	6	520	6	520	6		
11	3/3/3/3	492	410	4	410	4	410	4	410	4		
12	3/3/3/3	515	330	3	330	3	330	3	330	3		
13	3/3/3/3/3	543	260	2	260	2	260	2	260	2		
14	3/3/3/3/3	566	210	2	210	2	210	2	210	2		
15	3/3/3/3/3	588	170	1	170	1	170	1	170	1		



Machinery Directive (98/37/EU)

